

August 30, 2006

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: **HOLLYLYNN FORD, CPPB**
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE ADDENDUM#1 EFFECTIVE DATE AUGUST 1, 2009**
CONTRACT NO. 06-553-JS
FIELD SERVICE MAINTENANCE

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (3 year period from September 1, 2006 through July 31, 2009. Each contract may be renewed for two (2) additional one (1) additional year through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for an additional year through July 31, 2010.

3. VENDORS:

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Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785
Contact: Patrick Crawford
Email: pcrawford@safewareinc.com
Phone Number: (800) 331-6707
Cell Number (240) 375-4730
Fax: (301) 683-1242
Federal EI# 52-1152883

4. SHIPPING TERMS:

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F.O.B. destination.

5. **DELIVERY AND PICKUP:** For offsite testing only

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Hydrostatic testing- All hydrostatic testing will be preformed as a Safeware, Inc. DOT certified facility. Technicians dispatched to flow test SCBA and service gas detection will pick up bottles requiring hydrostatic testing from the respective departments. Bottles will be tested and returned by technicians as a component of the field servicing. When technicians are not in the area for pick up and delivery, a Safeware delivery vehicle will pickup and deliver the cylinders.

Testing of Smith's detection- When a department requires a Smith Detection unit, they will contact Safeware with the requirement. Safeware will send the department a UPS shipping label and a return authorization from Smith Detection, as well as a second label for the return of the loaner unit. Smith Detection will send to the agency a loaner unit at Safeware's request. The agency will then attach the label to the unit requiring service and send the unit to Smith detection. When the repair is completed, the unit will be returned to the agency and the loaner will be labeled with the shipping label and sent back to Smith detection by the agency all shipping will be handled by UPS. Where it is practical, Safeware technicians and vehicles may pick up and deliver Smith Detection units and send the units back for repair.

Testing of radiation detection equipment – While picking up and delivering other equipment, Safeware technicians will pick up the radiation equipment that needs to be serviced and return it to Safeware. Serviced units will be returned to Safeware, and will be returned to the field locations when technicians are working in those areas. Should a technician not be returning to the area in a timely manner, the units will be shipped to the customer from Safeware.

Other outsourced manufacturers – All other offsite manufactures that will be serviced offsite will mostly be serviced at the manufacturer's location. These units will be picked up and delivered when technicians are in the area. Outsourced equipment will be sent to the appropriate factory authorized service provider. Serviced units will be returned to the field location when technicians are working in those areas. Should a technician not be retuning to the area in a timely manner, the units will be shipped to the agencies from Safeware.

There will be no charge to the state for pick-up and delivery.

6. **PRICING:**

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Prices will remain firm for the term of the contract year.

See excel spreadsheet document for Prices.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The contractor is required to **"Bill as Shipped"** to DEMA for homeland Security items. All other items shall be billed to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

1. The vendor will set-up a specific service account which will track any and all services performed on equipment by; the agency that requested the service, the equipments serial number that was serviced or repaired, Manufactures name of serviced or repaired equipment and all service or repairs made to any equipment.
2. As services and repairs are completed on any equipment or instrumentation the account will be debited and an invoice generated against the account.
3. Under the proposal the Delaware Emergency Management will provide a listing of all authorized persons that may approve additional service on any equipment that exceeds the limit on service as necessary.
4. The vendor is to supply consumables with 100% of the life. If replacement of consumables or repair will cost more than 50% of the price it will be the agency discretion as to how to proceed.

12. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. **SCOPE OF WORK:**

1. The Vendor will under the terms of the contract perform pressure testing on level "A" suits. The State will receive all passes and fail detail results documented on CD ROM as well as a hard copy.
2. The Vendor will complete flow testing of the States SCBA's per manufactures specifications. The State will receive all test records on a CD ROM for fast access as well as hard copies. The Vendor shall also maintain a copy for record. Certifications will be provided by the vendor.
3. The Vendor will provide under the terms of the contract any fit testing to the ordering agency using the Porta-Count Quantitative. This fit testing will follow the 29CFR standard and evidence of proper training and medical evaluation will be required as a prerequisite to testing the employees, as required by the standard. The vendor can additionally order an online medical evaluation as a component of this service.
4. The Vendor will provide under the terms of the contract any breathing air sampling testing as needed to each air compressor or cascade system. This service is to have results turn over and lead-time of no more then (72) seventy-two hours.
5. The Vendor will provide under the terms of the contract Services (see Scope below) on an annual basis. Service is preferred to be conducted on site in the State of Delaware by a factory trained and certified repair technician for the following example: MSA Orion, Rae Systems- Area Rae, Mini-Rae, Multi-Rae, PPB-Rae, Gamma-Rae. Vendor must provide proof of certification from manufacture.
 - Calibration
 - Cleaning
 - Diagnostics
 - Factory test
 - Battery Check
 - Service Pump
 - Software Upgrades
 - Internal Filter Replacement
 - Sensor Checks
 - Boards Checked for Corrosion
 - Expired consumables

SCOPE OF WORK (continued)

6. Annual Service for Smith Detection Bio-Seeq detection. Units to include:
 - Calibration of Thermal Circler modules
 - Upgrade software
 - Functional certification testing
 - Repair or replace defective components through normal use of system
 - Battery charger, case and charger
 - 5-10 service days lead time
 - Shipping both ways

7. Annual Service and Maintenance for Smith Detection APD2000 units to include:
 - **Loaner unit**
 - Repair or replacement of defective components through normal use of the system.
 - Software updates for purchased configurations.
 - Six-month radiation wipes test and simulation generator evaluation.
 - Sieve pack and ammonia source replacement as required. Shipping to and from customer.